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It to be quite unnecessary, seeing that in this account, the amount of interest due was

view is the right one. The richer people are, the more they will spend; and though gold is not so much wanted with wealth, yet the more hands it is spread through, the greater some will there be for the arts of life, commerce, and universal progress. We have a man of sinew and bone, of average skill, and unimpeached character, was a pauper and a beggar by birth and condition, and really could not do more than earn his daily bread, when almost every English labourer was such, and when pauper gangs made your roads, ploughed your fields, sowed your reaps,

lumen, and brought in a live eel, a small quantity within the reach of those poor creatures was public-house beer, to which man-of-war-1 furnished the boly, and nuz romion the bitter flavour and the intoxicating qualities. What sort of a customer could a man become with only 8s. a week, for, perhaps, as many souls? Then he was only half a man, and, at

he did only half a man's work, he could only expect half a man's wages." The jury found in England "What it was in Ireland we need scarcely say, except that for at least a great part of this century, the English consideration that made the condition of the Irish labourer tolerable, and tolerated by Parliament, was the fact that the Irish peasant was twentyfold worse. The condition, the power, the production, and the consumption of these classes are improved and improved in proportion to the improvement of the condition of the labourer in Ireland." The jury found a verdict for the plaintiff, debt £25 10s damages, 1s.

Case 2.—In the *Case, second Term*, last, the court ruled on "power of arbitration," "power of arbitrator."

IN EQUITY.
RIVERS v. GORDON.
MR. JUSTICE THURLEY, Primary Judge, gave the opinion of the court.

The object of the present application is to enforce the specific performance of a contract entered under a written agreement to dispose of certain premises therein mentioned. The memorandum of agreement is written in pencil, not in ink—*i. e.*, as like a promissory note, though it be in writing, it may be sued upon. In *Geary v. Physis*, 5 Barn and Cresk. 237, Lord Tenterden said, "There is no authority for saying that a contract must be in ink to be enforceable. Writing, that writing must be in ink." The agreement is this:—"Agreed this 25th day of August, 1851, betwⁿ L. Gordon, Esq., and William Byers, Esq. In consideration of five hundred and eighty-five pounds, to be paid in monthly instalments of £10, the said L. Gordon to give and sell the land, house, and premises in Stuyvesant-street, at present occupied by W. Byers, free from all incumbrances,—Mr. Gordon to furnish an abstract at his own

will be greater than the looting, and so far from any sign of shock "oomphing," through the London Press, the London Convention of the world, particularly the emancipation and the Hong Kong, are in their favour. Nothing is more remarkable than the manner in which all the great changes of late years have run their course, as if to form a providential chain; and we cannot but see in the marvellous new from China an additional reason for rejoicing that just at this crisis the great ruler of the world has decreed that the Californian and Australian, have been occupied by new myriads of the Christian faith, and of British extraction.

LAW INTELLIGENCE.
SUPREME COURT.—TUESDAY.
NINT PRINCIPAL SITTING.
BEFORE MR. JUSTICE DICKINSON, and a Jury
of four.

MEASURES FINED.
Messrs. William Harton and Daniel Cooper were fined £3 each for non attendance as Jurors.

DOE DEM. MARKET F. FITZGERIBON.
This was an action of ejectment to recover possession of a house at O'Connell Town, in the vicinity of Sedwex. P. sec. the general

Mr. Foster appeared for the plaintiff, and Mr. Sullivan for the defendant.

It was proved that the defendant had entered into possession by taking the key from a neighbor and in his possession he had a deposit of £50 was not required by Mr. Gordon. But moreover, that it was required that he at least should have paid a larger sum to Mr. Gordon. It may have been supplied by Mr. Gordon, of whose integrity there was no doubt. It was also proved that a deposit was indispensable to constitute a complete contract. In this he was mistaken.

property, but that he had actually referred the defendant to his principal on the occasion of a negotiation for a lease.

This evidence directed the jury to decide, from this evidence, whether or not the title rested in the lessor or the plaintiff at the time the action was commenced, they at once found a verdict for the defendant.

This was an action of assumpsit, to recover a sum of £70, paid by the plaintiff to the defendant for the purchase (at auction) of an estate in the County of Gloucester, and no title had been made out. Defendant pleaded that he was never indebted.

The respective statements of Mr. Gordon on the one hand, and Messrs. Tharlow and Bayers on the other—but there is this difference between the two statements, that the latter is more positive, is quite in accordance with the language and the terms of the agreement; whereas the construction put upon it by Mr. Gordon imposes on the latter a deal more than he intended to do, and the object for which the agreement was entered into, which the language of the agreement itself neither directly nor implicitly admitted. If we believe these premises had been agreed, it is plain that these premises had become depreciated, and that, if they were, they have done, greatly augmented in value, it appears to me that Mr. Gordon could have

The questions at issue in this case were rather of law than of fact. The defendant had sold this property at auction by order and on account of a Mr. Garland, whose name, as we have seen, was on the official catalogue of sale. Among the conditions of sale were the stipulations that the purchase money should be paid, in cash, to the vendor on the fall of the hammer; and that the vendor should, in a stipulated time, execute a conveyance of the property to the purchaser; and that the vendor should also, ultimately, after payment of the purchase money, execute a conveyance, &c. The plaintiff made his purchase, and the money allotted to him, was not paid immediately "on the fall of the hammer," was paid within a few days afterwards. The vendor failed, however, to make out any title, and, although repeated applications were made to the auctioneer, no abstract of title was furnished. The circumstances were such that the recovery of the purchase money was

Wheat v. Pickering.—Delivery up of documents. Feme sole. Effect of Trans-
partation.
Ex parte McKinnon.—Conviction under Scotch
A. t. Offence by servant. Negligence.
Doe v. Lang. Grant void for Uncertainty.
Commencing point of boundary not

To return the money to the purchaser. On the day of the trial, the plaintiff's counsel stated that as the actual vendor was not only disclosed but became in effect a party to the contract, and was to receive the money on the fall of the bargain, the plaintiff was not bound to disclose his liability, and the plaintiff's remedy must be against the vendor himself.

His Honor ruled that, under these circumstances, the defendant was not bound to disclose the liability, which remedy must, as contended, be against the vendor. He left to the Jury however to say, as a matter in fact, whether

Brady v. Hough, Contract, Reasonable time.
Carriage by sea. Storage of Goods.
Osborne v. Campbell, Mortgage, Construction of Deed. Intention, Description of the mortgaged premises.
Wright v. Carter, Mortgage, Construction of Deed.
Ex parte Cheate, Construction of Statute, Slaughterhouse Act, Deceased carcass. Owner of slaughter-house.
Palmer v. The People, Lien of Bailiff.
Stay of proceedings by Insolvency.
Queen v. Barker, Manslaughter by negligence, Remote causes of cause.

The jury found for the defendant.

DOE DEM. HUGHES, P. BALDWIN.

An action of ejectment to recover possession of certain land known as Cok Valley, at Valley. Plea the general issue.

The Solicitor-General and Mr. Fawcett

A grant from the Crown in favour of the lessor of the plaintiff was proved; but this was met by proof of a conveyance from the grantee to some third person; thus diverting himself of the legal title, and forfeiting his

An action of debt, for money said to be due as interest upon the purchase money of certain land bought by defendant from Mrs. Bigh, of whom plaintiff was the agent. The defendant pleaded that he was never indebted. Had

had a further claim for £1, "for work and labour" (drawing a conveyance), but this sum having been paid into court by the defendant, and taken out by the plaintiff, the amount of the interest was the only question really in issue.

Mr. Broadhurst appeared for the plaintiff, and **Mr. Glynne** for the defendant.

Parol Evidence to show Consideration.—**Landlord's Title**, when impeachable.—**Notice to Quit**.—**Monthly Tenancy**.—**Cross-Examination**, how far limited.

Dox v. Koster.—**Landlord and Tenant**.—**Covenant** partially illegal.

and Mr. Darvall for the defendant.
The defendant having purchased land of Mrs. Bligh some years ago, paid interest for it after the manner of rent to the plaintiff. In August last, the parties met to settle the transaction, when, according to Mr. Clarke's

Nott v. Argent.—*Authority of Agent.*—*Substitution of Contract.*—*Delivery of Cattle.*
Fuller v. Hebblewhite.—*Account.*—*Agency.*—*Reference.*—*Additional Evidence.*
Huth v. Jamieson.—*Conflicting Evidence.*—*New Trial on ground of surprise.*

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To conclude the sale the Picture of Soda-

To conclude the sale the Picture of **Spandy** from **Silex** will be sold as the last lot.

Terms of sale—One-third cash, the remainder by bills without interest at three and one-half per cent. The bills to be conveyed to the purchaser, and the interest amount may remain at five per cent. interest secured on the land. Conveyance deeds, and certified copies of the same, to be prepared by or at the cost of the purchaser.

The title is a grant from the Crown in favour of the vendor, who has placed the deeds in the hands of Messrs. Norton, Son, and Barker, Solicitors, 15, Abchurch Lane, who will be furnished, with abstracts of title.

NEW AND SUPERIOR CUTLERY.
Just landed, ex Kate, from London.

BOWDEN and THREEKELD (successors to G. A. Lloyd) have received instructions from the late owner to sell by auction, at the City Mart, 474, Green Street, on **THURSDAY** next, the 17th instant, at 11 o'clock,

A large and superior table and pocket cutlery, just landed, ex Kate, from London.

prising
Bets table knives and forks
Dessert ditto ditto ditto
Cards pocket knives
Assorted scissors
G. S. tes, table and dessert spoons
Tortoiseshell, pearl, bone, and stag-handle penknives
Sportsmen's knives, daggers
Epy glasses, bead purses
And
A variety of other werry well worthy the
attention of the trade.
Terms at sale. 6911

FLUJINAS, ACCORDEONS.
Just received, ex Kate, from London.
BOWDEN and THARKLELD (suc-
cessors to G. A. Lloyd) have received
instructions from the
auction, at the City Mart, 474, George

street, on THURSDAY next, the 17th instant, at 12 o'clock.

A few cases accordions and flutinas, comprising

Very superior flutinas, 10½ and 12½ notes, inlaid in copper

Diito ditto ditto, inlaid in pearl

Superior ditto, 10, 11, and 12 notes, octagon

Ditto ditto, 8½, 10, 11, and 12 notes, square inlaid

Ditto ditto, 12, 14, and 16 notes, richly inlaid

Diito ditto, mosaic

Ditto accordions, assorted, inlaid, hollow sides, octagon, &c.

The attention of the trade is particularly directed to the above sale, as the goods are of a superior description.

Terms at sale. 6912

W. J. BAKER'S HORSES AND CARRIAGE
Baker, 340, Pitt-street. Regular Sale Days—Tuesdays and Fridays. All parties sending Horses or other Stock for sale, are particularly requested to send written instructions previous to sale, stating brands, age, qualifications, and with or without reserve.

SALE OF HEAVY CART HORSES

M. R. 8. WOOLLER will sell by auction, at the Bull's Head Horse Repository, George-street, **THIS DAY, the 15th instant, at 11 o'clock precisely,**

35 head of horse stock, just arrived from Maidland, comprising heavy draught horses, light ditto, gig and carriage horses, and several superior hackneys

Gigs
Carts
Drays, &c.

N.B.—The auctioneer begs to draw the attention of parties in want of really good horses to the above lot, all fresh from the country. Subject to trial, and will be sold to the highest bidder.

THE SYDNEY AUCTION ROOM,
481, George-street, near Wynnard-street.
THIS above premises will be open for
business on and after Monday next, the
21st instant.

S. H. AND L. COHEN,
Auctioneers.

6845
1000 PACKAGES OF OILMEN'S STORES,
Ex Windsor and Kate.

MESSERS. S. H. and L. COHEN have received instructions to sell by auction, at the Sydney Auction Rooms, on **TUESDAY, the 22nd November, at 11 o'clock prompt,**

- 100 cases quart pickles
- 400 cases of pint pickles
- 50 cases salad oil
- 100 cases 4lb. mustards
- 25 cases of red herrings
- 10 cases anchovies
- 10 cases castor oil
- 25 cases of cheese (in tins)
- 100 cases of sperm candles
- 36 cases sardines
- 50 cases

13 cases pearl wine
 &c. &c. &c.
 Terms at sale. 6894

On account of whom it may concern,
BOTTLED ALE AND STOUT.
MESSRS. S. H. AND L. COHEN
 have been instructed to dispose of by
 public auction, on **WEDNESDAY, the 23rd**
 instant, at the **Sydney Auction Rooms**, at 11
 o'clock precisely,
 120 Cases ale and stout, 3 dozen each, slightly
 damaged by breakage.
 Terms at sale. 6895

**TO WINE AND SPIRIT DEALERS
 AND OTHERS.**

MESSERS. S. H. AND L. COHEN
 have been instructed to sell by auction,
 on WEDNESDAY, the 23rd instant, at the
 Sydney Auction Rooms, at 11 o'clock prompt,
 35 Hogsheads of Martell's brandy
 5 Ditto Hennessy's ditto
 100 Cases of brandy, "Clouzeau" } brands
 120 Ditto ditto, "Rissaud"
 30 Quarter-casks of superior pale sherry
 10 Hogsheads ditto ditto
 75 Cases of bottled sherry and port, 1 dozen
 150 Cases of the finest quality champagne
 120 Cases of gin
 60 Ditto cherry brandy

40 Ditto mixed cordials
100 Cases bottled beer. 6650
Terms at sale.

STATIONERY, SLOPS, &c., &c.
MESSRS. S. H. and L. COHEN
have been instructed to sell by auction,
at the Sydney Auction Rooms, 481, George-
street, on **THURSDAY**, the 24th instant, at
11 o'clock,
2 cases worsted cord trousers
3 cases millers' drab mackin trousers
2 bales Scotch twill shirts
1 case of fency
1 bale American jackets
1 case fency trousers

1 ditto frock and dress coats
1 ditto fancy vests
2 ditto Calcutta brab for hats
3 cases stationery, consisting of
Day books
Waste ditto
Ledgers
Bill books
Playing cards
Footcap paper
Letter ditto
Pens, &c., &c.
1 case penknives and scissors
2 cases carpet bags
&c. &c. &c.
Time at sale.

**MEN'S, WOMEN'S, AND CHILDREN'S
BOOTS AND SHOES.**
WEISSER, S. H. AND L. COHEN
have received instructions to sell by
public auction, at the Sydney Auction Rooms,
481, George-street on **THURSDAY, the 24th**
instant, at 11 o'clock precisely,
10 trunks of men's, women's, and children's
boots and shoes.
2 cases of leather leggings
2 cases of pistols

Terms at sale. 6546

Particulars as to conditions of lease can be obtained on application to Mr. Husbands, Solicitor, Pitt-street, Sydney; and card view the premises can be obtained at Mr. Husbands' Rooms.

Terms at sale.

the "Morning Herald" Printing Office,
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Wales, Wednesday, November 16, 1966.